

Bill To:
State of Idaho



THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

State of Idaho

Send invoices to the address listed
below or as indicated in the
comments or instructions field
Boise, ID 83720-0075

Statewide Blanket Purchase Order

Statewide Blanket Purchase Order
SBPO1293

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701
Mark.Little@adm.idaho.gov

Date: Fri Aug 01, 2008
F.O.B: Destination
Terms:

VENDOR: CENTRAL DRUG SYSTEM, INC
PO Box 7662
Boise, ID 83707
Attn: Western Regional Manager
Vendor Nbr:
Emailed To: clientservice@centraldrugsytem.com
Phone: 208-867-2577
Fax: 208-562-0258
Account Number: P00000072899

Start of Service Date Fri Aug 01, 2008
End of Service Date: Sun Jul 31, 2011

Solicitation#: [RFP02079](#)
DOC#: PREQ14312

File(s) Attached:
☐ AlcContSubTestingRFP2.doc

Buyer: [JASON URQUHART](#) 208-332-1608

[Assign/Manage pCard](#)

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		195000.00
	Total:			195000.00
Blanket Comments:	NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD			
	<p>This Contract is for Alcohol and Controlled Substance Testing Services for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for the period noted above with an option to renew for three (3) additional one (1) year renewal periods subject to mutual agreement between the parties.</p> <p>Contract Title:..... Alchohol and Controlled Substance Testing Services Contract Usage Type:.....See contract subsection 1.4, Use of the Contract Public Agency Clause:Yes Contract Administration:.... Jason Urquhart ---Phone Number:.....208-332-1608 ---E-Mail:.....jason.urquhart@adm.idaho.gov</p> <p>Contractor's Primary Contact ---Attn:.....Paul Henning ---Address:.....10670 Mohawk Dr. ---City, State, Zip:.....Boise ID 83709 Phone Number:.....208-867-2577 Toll Free:..... 800-310-0036 Facsimile Number:.....208-562-0258</p> <p>CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.</p>			
Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Alcohol and Controlled Substance Testing Services for Various State Agencies. (Estimated total amount for August 1, 2008 through July 31, 2011 = \$195,000.00) (952-07) (nt)	1 LOT	195000.00	195000.00
General Comments:	QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.			
	The dollar amount listed in the contract pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract.			

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

1. This Statewide Blanket Purchase Order document.
2. The state of Idaho's original solicitation document.
3. The Contractor's offer.

[illegible]

REQUEST FOR PROPOSALS

for

ALCOHOL AND CONTROLLED SUBSTANCE TESTING

Issued By: Idaho Department of Administration, Division of Purchasing

for

Various State Agencies

Description: A Request for Proposals for the administration and conduct of a controlled substances and alcohol testing program.

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SECTION I. GENERAL INSTRUCTIONS AND REQUIREMENTS

1.1 EVALUATION CODES

Several subsections in Section I have an evaluation code assigned as follows:

(M) Mandatory Specification – Failure to comply with any subsection with an M notation will render the proposal non-responsive and no further evaluation will occur. Proposer is required to respond to subsections with an M notation with a statement outlining its understanding and agreement to comply.

(ME) Mandatory and Evaluated Specification – Failure to comply with any subsection with an ME notation will render proposal non-responsive and no further evaluation will occur. Each subsection with an ME evaluation code will receive an evaluation score. Proposer is required to respond to this subsection with information explaining how the requirements will be met.

1.2 (M) PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals for the administration and conduct of a controlled substances and alcohol testing program. The program shall be pursuant to Federal Motor Carrier Safety Administration (FMCSA) regulations in 49 CFR, Part 40 and Part 382 and the State of Idaho Drug-Free Work Place Act. Agencies currently interested in participating in a contract for these services are the Idaho Department of Agriculture, the Idaho Department of Fish and Game, the Idaho Department of Parks and Recreation, the Idaho Transportation Department, and the Idaho Division of Veterans Services. The Idaho Transportation Department (ITD) will be the lead agency in the contract. The program entails testing Participating Agency Employees and Applicants with Commercial Drivers Licenses (CDL) for the use of controlled substances and alcohol. Such testing shall include pre- and initial employment testing, post-accident testing, random testing, reasonable suspicion testing, and return-to-duty and follow-up testing.

1.3 (M) GROUPS TO BE TESTED

The proposal must include testing four different groups for controlled substances and alcohol. The first group (Group 1) will consist of approximately six hundred to seven hundred (600 to 700) current Participating Agency Employees that possess a Commercial Drivers License and who are covered by the FMCSA regulations. Employee names will be provided to the Contractor by Participating Agencies for inclusion in a computer-based random selection program managed and administered by the Contractor in accordance with the requirements at subsection 2.3.5 of this RFP. The Contractor will maintain separate listings for each Participating Agency that requires testing. The second group (Group 2) will consist of Participating Agency Applicants or Employees needing controlled substances and/or alcohol testing prior to employment in a CDL job, but not included in the random testing pool. The third group (Group 3) will consist of Participating Agency Employees who are not covered by DOT requirements (not working in a job that requires a CDL). The Contractor may be required to perform pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up testings for controlled substances or alcohol on Employees categorized in this third group as needed by Participating Agencies. The fourth group (Group 4) will consist of students at Idaho universities and colleges that are participating

in Truck Driver Training programs who are required to be tested in accordance with the requirements of 49 CFR, Part 40 and Part 382.

(The substances for which tests are to be administered and the cut-off levels established by 49 CFR, Part 40.85 and 40.87 must also be followed for Employees to be tested in Group 3 and students to be tested in the Group 4.)

1.4 USE OF THE CONTRACT

1.4.1 Use of the contract by the Idaho Department of Agriculture, the Idaho Department of Fish and Game, the Idaho Department of Parks and Recreation, the Idaho Transportation Department, and the Idaho Division of Veterans Services is mandatory for testing of Groups 1 through 4 (see subsection 1.3 for a description of the Groups).

1.4.2 Use of the contract by other state agencies for testing of Groups 1, 2 and 4 is mandatory.

1.4.3 Use of the contract by other state agencies for testing of Group 3 is optional.

1.4.4 Use of the contract by "Public Agencies" for any of the Groups is optional.

1.5 PUBLIC AGENCY CLAUSE

Contract prices shall be extended to other "Public Agencies" as defined in Section #67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho. It will be the responsibility of the Public Agency to independently contract with the vendor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

1.6 (M) COMPLETE PROPOSAL

Proposals submitted must be for the entire controlled substances testing and alcohol testing program described in this RFP that will meet all requirements in 49 CFR, Part 382 and Part 40, and must ensure compliance with any regulation updates and changes when published.

1.7 DEFINITIONS

Definitions used in this RFP are included in Appendix B.

1.8 DIVISION OF PURCHASING (DOP) CONTACT

The DOP contact for this RFP is Jason Urquhart. He may be contacted at:

Direct delivery (UPS, FedEx, etc.):

Idaho Division of Purchasing
5569 Kendall Street
Boise, ID 83706

Or

US Postal Service:

P.O. Box 83720
Boise, ID 83720-0075
(208) 332-1608
(208) 327-7320 FAX
jason.urquhart@adm.idaho.gov

1.9 INQUIRIES

Questions relating to this RFP must be submitted in writing not later than 5 p.m. Mountain time, March 24, 2008 to the DOP Contact at the e-mail address or mailing address listed in subsection 1.8 of this RFP.

Inquiries must reference the heading for the provision in question. The inquiry must contain: (i) the name of the Proposer's representative who is responsible for the inquiry; (ii) the representative's business telephone number; and (iii) the proposing company's name.

1.10 PROPOSAL SUBMITTAL

Proposers must submit one (1) complete, sealed and signed original and five (5) complete, sealed, and signed copies of its technical proposal, and one (1) complete sealed and signed original of its cost proposal to the DOP contact at the address listed in subsection 1.8 on or before 5:00 p.m. Mountain time, April 15, 2008. The technical and cost proposals must be sealed separately from one another, but the entire proposal, both the technical and cost portions, must be sealed into a single package, which must be clearly marked "Alcohol and Controlled Substance Testing" on the outside of the package. Such proposals must be in accordance with the format and content set forth in Section III of this RFP. No proposal will be accepted after 5:00 p.m. Mountain time, April 15, 2008. Proposals submitted by facsimile, telegraph, mail-gram, and electronic mail will be rejected. Each proposal must contain the manual signature of an authorized representative of the proposer on the signature page provided. Proposers are strongly encouraged to sign the signature page in blue ink. In addition to the copies stated above, each proposer must submit one (1) complete copy of its proposal on a CD-ROM using Microsoft Office products (Microsoft Office Professional 2003 or earlier version only).

Each proposer is responsible to examine this entire RFP, including the attachments, seek any required clarification in writing, and review its proposal for accuracy before submitting the proposal. Once the submission deadline has passed, all proposals will be final unless otherwise indicated in this RFP.

1.11 ORAL PRESENTATIONS

After evaluation of technical proposals is completed, at the sole option of the evaluation team, no more than the top four (4) technical proposers may be required to make an oral presentation/demonstration. Such presentations are for the purpose of explaining or clarifying any significant elements of the proposal and/or displaying specific system capabilities.

1.12 COMMUNICATION RESTRICTIONS

Proposers are only authorized to contact the DOP contact during the RFP process from the time this RFP is issued until the time contracts are executed, unless otherwise specified in this RFP. If a proposer engages in any unauthorized communication, the DOP may reject its proposal.

1.13 COST OF PREPARING THE PROPOSAL

Costs of preparing a proposal are the sole responsibility of the Proposer. The State will not provide reimbursement for such costs and shall not be liable for any proposal preparation costs.

1.14 PROPOSAL VALIDITY

Proposals must remain valid for one hundred twenty (120) days after the proposal due date or until a contract is executed, whichever is sooner.

1.15 AMENDMENTS TO THE RFP

If the RFP is amended before the proposal due date, the amendment(s) will be posted on the State's e-procurement web-site located at www.sicomm.net.

1.16 NOTICE OF INTENT TO AWARD

The notice of intent to award the contract will be sent to each responsive proposer.

1.17 PRICE ADJUSTMENT

All price adjustments are subject to approval by the Division of Purchasing and no price adjustment will be in effect until approved by the Division of Purchasing. The Division of Purchasing reserves the right to require supporting documentation for any adjustments. An upward price adjustment for inflation shall be allowed no more frequently than annually.

An adjustment may be allowed based upon the percentage change of the Table 3. Consumer Price Index for All Urban consumers (CPI-U): Selected Areas, all items index, West urban, size B/C, as published by the U.S. Dept. of Labor, Bureau of Labor Statistics (<http://www.bls.gov>). To access this information, go to: www.bls.gov. Once there, click on the "Consumer Price Index" link under Inflation and Consumer Spending. Scroll to Economic News Releases, then under "Current" click on either the "HTML" or "PDF" link for Consumer Price Index, and scroll to "Table 3". Find in that table "West Urban" and use the "Size B/C" data. The percent change to be allowed shall be the percent change from the month three months prior to date of contract award to the month twelve months after that month. For all subsequent adjustments, the Base Month shall change to the month twelve months after the prior Base Month for contract price adjustments. Decreases will be effective immediately. The adjusted price shall be rounded to the next higher cent. To request an increase, the Contractor must submit a written request no less than thirty (30) days prior to the effective date of the increase. The request shall include the contract number and be sent to the Division of

Purchasing, 5569 Kendall Street, Boise, ID 83720-0075. The state of Idaho reserves the right to require the Contractor to decrease the prices in the same manner described above.

1.18 INSURANCE

No later than ten (10) business days after the date of contract award, and for the entire term of the contract, including any renewals or extensions, the Contractor will, at its expense, have, maintain and provide proof of the insurance required below and will comply with all limits, terms and conditions of such insurance. Proof of insurance will be made by endorsement naming all parties required to be named as an additional insured. Failure to provide the required endorsement may be deemed a breach of the contract. Upon failure of the Contractor to obtain or maintain the required insurance, the State may obtain the required insurance and hold the Contractor responsible for the costs of such insurance, including by offset, until proof by the Contractor that it has obtained the required coverage is received by the State.

1.18.1 Commercial General Liability Insurance and Umbrella Liability Insurance

Commercial General Liability Insurance (CGL) and, if necessary, Umbrella Liability insurance covering bodily injury and property damage. CGL insurance must include liability arising from premises, operations, independent contractors, personal injury and advertising injury, liability coverage product-completed operations, liability assumed under an insured contract and blanket contractual liability coverage for the indemnity(ies) provided under the contract. The combined single limit per occurrence shall not be less than one million dollars (\$1,000,000.00) or the equivalent. Each annual aggregate limit shall not be less than two million dollars (\$2,000,000.00), when applicable, and shall be endorsed to apply separately to each Participating Agency.

1.18.2 Idaho Worker's Compensation Insurance

Idaho Worker's Compensation Insurance in amounts as required by statute. The Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workman's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission.

1.18.3 Employer's Liability and, If Necessary, Umbrella Liability Insurance

Employer's Liability Insurance and, if necessary, Umbrella Liability Insurance with a policy limit of not less than:

- a. \$500,000.00 per accident
- b. \$500,000.00 disease each employee
- c. \$500,000.00 disease policy limit

1.18.4 Professional Liability Insurance (Error and Omission)

Professional Liability Insurance covering any damages caused by any error or omission, or any negligent acts, which insurance must cover any negligent work or services performed by any person or entity required to be licensed to perform such work or service in the state of Idaho. The combined single limit per occurrence shall not be less than two million dollars (\$2,000,000.00) or the

equivalent. The annual aggregate limit shall not be less than four million dollars (\$4,000,000.00). If any professional services are supplied by a person or entity not an employee of the Contractor, the Contractor is required to obtain proof of the required coverage from such person or entity and provide such proof to the DOP. The limits of liability required for such person or entity shall be the same as required herein unless other limits are specifically agreed to in writing by the State.

Continuous "claims made" coverage will be acceptable in lieu of "tail coverage," provided its retroactive date is on or before the date of contract award. If the "claims made" policy is cancelled, non-renewed or changed to "occurrence form" coverage, then "tail coverage" must be purchased for a duration of twenty four (24) months.

1.18.5 Additional Insured

The CGL and Automobile Liability insurance coverages required shall include the state of Idaho, the DOP, and all Participating Agencies as additional insureds.

1.18.6 Acceptable Insurers, Deductibles, Subrogation

Insurance coverage and bonds required under the contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. For worker's compensation insurance, the Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the state of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability. All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

1.18.7 Notice of Cancellation or Change

There will be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days' written notice from the Contractor's insurer(s) to the DOP. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, will not affect the coverage(s) provided to the state of Idaho, the DOP and all Participating Agencies.

1.18.8 No Representation of Adequacy

By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits will not be deemed as a limitation on any of the indemnities granted to the State in the contract.

1.19 SUBCONTRACTING

Portions of the services called for in this RFP may be subcontracted to other companies provided the subcontractor's entity and qualifications meet the federal requirements in 49 CFR, Part 382 and Part 40 and such information is supplied in the proposal. The proposal must list the specific services to be subcontracted.

If any of the subcontractors change or a subcontractor is added during the contract period, prior written approval must be obtained from the Division of Purchasing.

1.20 METHOD OF PAYMENT

The Contractor shall bill Participating Agencies monthly in arrears for controlled substance tests and alcohol tests performed. These invoices shall show the testing date, name of the Participating Agency Applicant, Employee or student, employee identification number (if applicable), and type of test(s) performed. The invoices shall reflect the services provided for the previous month. All other services provided by the Contractor will be billed separately in arrears.

1.21 (M) CONFIDENTIALITY

The Contractor shall not use or disclose at any time during or after the termination of the contract any information that is discovered or developed in the course of the performance of the contract, except as required by law, related to any Participating Agency, to the state of Idaho, or to any Participating Agency Applicant or Employee without the express written consent of an authorized representative of the pertinent Participating Agency. Any and all reports related to the contract shall be submitted to the appropriate Participating Agency's designee (reports required under subsection 1.25 shall be submitted to the DOP contact).

1.22 OWNERSHIP OF MATERIALS DEVELOPED

Any materials and communications developed by the Contractor within the course of performance of the contract and developed specifically for use on the contract shall be the property of the Participating Agency for which it was developed, and the Participating Agency shall be free to use such materials and communications as it sees fit.

1.23 MEETINGS

The Contractor shall meet with the Division of Purchasing and Participating Agency contacts to confirm all arrangements no later than ten (10) business days after award of contract, and thereafter when deemed necessary by the state's Contract Administrator. These meetings shall be at no additional charge to the state.

1.24 CONTRACT TERM

The contract shall be for a period of three (3) years, with an option to renew annually upon mutual agreement for three (3) consecutive one year periods.

1.25 REPORTS REQUIRED BY THE DIVISION OF PURCHASING

The Contractor will be required to submit to the Division of Purchasing reports (in Microsoft Excel format) that will provide, at a minimum, the following information:

1.25.1 Quarterly Summary and Detailed Line Item Usage Reports

Quarterly summary and detailed line item usage reports by any Participating

Agency using the contract, categorized by Participating Agency, indicating the types and quantity of tests performed, the date the services were performed, and the total cost.

1.25.2 Quarterly Administrative Cost Reports

Quarterly reports indicating what Administrative Costs (see Appendix C [B. Administrative Costs]) were charged for the quarter. This report must identify each type of Administrative Cost charged, the cost for and date of each charge, and must be categorized by Participating Agency.

1.25.3 Custom Reports

Custom reports that may be requested from time to time by the Division of Purchasing.

SECTION II. CONTRACT REQUIREMENTS

2.1 EVALUATION CODES

Several subsections in Section II have an evaluation code assigned as follows:

(M) Mandatory Specification – Failure to comply with any subsection with an M notation will render the proposal non-responsive and no further evaluation will occur. Proposer is required to respond to subsections with an M notation with a statement outlining its understanding and agreement to comply.

(ME) Mandatory and Evaluated Specification – Failure to comply with any subsection with an ME notation will render proposal non-responsive and no further evaluation will occur. Each subsection with an ME evaluation code will receive an evaluation score. Proposer is required to respond to this subsection with information explaining how the requirements will be met.

2.2 (M) GENERAL

The services and supplies identified in Section II must be provided by the Contractor. The provision of the services and supplies identified in Section II shall commence upon award of contract.

2.3 MANAGEMENT, ADMINISTRATION AND RECORD KEEPING

2.3.1 (M) Reports and Forms

The proposal must include sample copies of all reports and forms identified in Section II of this RFP to be utilized. Such documents must comply with 49 CFR, Parts 40 and 382. The following is a list of the forms for which samples must be provided with the proposal:

- 2.3.1.1** Authorization Form (required by subsection 2.4.2)
- 2.3.1.2** Chain of Custody Form (required by subsection 2.4.2)
- 2.3.1.3** Quarterly Report (required by subsection 2.5.13)
- 2.3.1.4** Test Result Report: Laboratory To MRO Report (required by subsection 2.5.14) (can be fulfilled by the Chain of Custody Form)
- 2.3.1.5** Test Result Report: MRO to Agency Report (required by subsection 2.5.14) (can be fulfilled by the Chain of Custody Form)
- 2.3.1.6** DOT Drug Testing Semi-Annual Laboratory Report (required by Appendix B to Part 40)
- 2.3.1.7** Split Specimen Failure to Reconfirm (required by Appendix D to Part 40)
- 2.3.1.8** Alcohol Testing Form (required by Appendix G to Part 40)

Proposers do not have to provide a copy of the SAMHSA Inspection Report (required by subsection 2.5.11) with their proposals.

The Contractor must comply with all future changes to the above listed forms and reports, to include the SAMHSA Inspection Report, made by FMCSA, and must also supply any reports or forms that are added to 49 CFR, Parts 40 and 382 by FMCSA during the contract term.

2.3.2 (ME) Record Keeping Process

The proposer must include a description of its record keeping process.

2.3.3 (ME) Duplicate Off-Site Record Keeping

To provide security of reports and records, a duplicate off-site record keeping system shall be maintained by the Contractor. The proposer must include information on its duplicate off-site record keeping systems and how they are maintained.

2.3.4 (ME) Regulation Updates

The Contractor shall provide each Participating Agency with published updates to 49 CFR, Parts 40 and 382, as they become available. The proposer must identify the person in its organization that will be responsible for providing regulation updates, the means to be used for update service, and the frequency of regulation update service on an ongoing basis (whether or not updates will be provided as they become available, or other frequency).

2.3.5 (M) Random Number Selection Program

The Contractor shall manage and administer controlled substance testing and alcohol testing for Group 1 (see subsection 1.3) utilizing a computer-based random number selection program. The random number selection program must comply with the requirements for such a program as found in 49 CFR, Parts 40 and 382. On a monthly basis (or a quarterly basis, as designated by the Participating Agency), the Contractor must generate and provide to each Participating Agency a list of that Agency's Employees that were selected via the Contractor's computer-based random number selection program. The percentages of Employees to be tested must be in compliance with the percentages identified in 49 CFR, Part 382.305.

Each Participating Agency reserves the right to provide additional sorting criteria.

2.3.6 (M) Provision of Reports and Records

The Contractor shall provide reports and records required by FMCSA regulations to Participating Agencies within the time constraints imposed upon Participating Agencies by FMCSA regulations.

2.3.7 (M) Guidance and Expertise

At no additional cost, the Contractor shall supply guidance and expertise to designated Participating Agency personnel on matters relating to this program. Guidance and expertise shall be via telephone consultation, at a minimum.

2.3.8 Customer Service Contact Number

The Contractor shall provide a toll-free telephone number to a twenty four (24) hour customer service center to Participating Agency personnel for verification of cases of reasonable suspicion or post-accident cases and to determine the action to be taken.

2.3.9 (M) Disposition of Records After Contract Termination

After termination or expiration of the contract, at Participating Agency request, the Contractor must forward all records pertaining to the Participating Agency and its Applicants and Employees to the Participating Agency's designee.

2.4 SPECIMEN COLLECTION AND BREATH ALCOHOL TESTING

2.4.1 Minimum Requirements for Collection and Testing Sites

2.4.1.1 (M) The Contractor shall provide collection and testing sites for the collection of and storing of urine specimens and for the testing for alcohol. These sites must not be located on the premises of any Participating Agency, however, upon written, mutual agreement between the Contractor and a Participating Agency, the Contractor may come to the Participating Agency's premises to perform specimen collections. Participating Agencies are under no obligation to allow the Contractor to perform specimen collections on their premises, and may terminate any agreement allowing for specimen collections on their premises upon written notice to the Contractor. The Contractor must ensure confidentiality for Participating Agency Applicants and Employees at all collection and testing sites.

Regardless of whether a collection and testing site is provided by the Contractor, or whether the Contractor is allowed to perform specimen collections on the premises of a Participating Agency, all collection and testing sites must comply with the requirements of 49 CFR, Part 40, Subparts D, E and K.

2.4.1.2 (M) Collection and testing sites in core cities (core cities are Coeur d'Alene, Lewiston, Boise, Twin Falls, Pocatello, and Idaho Falls) must have a temperature-controlled environment and provide a waiting room with seating available for Participating Agency Applicants and Employees. The waiting room must be separate from specimen collection and breath alcohol testing areas. It is preferred, but not required, that collection and testing sites in all other cities listed on Appendix A have the same.

Participating Agency Applicants and Employees shall not be required to wait more than thirty (30) minutes after their arrival for scheduled testing to begin. Post-accident specimen collection and/or breath alcohol testing shall begin within fifteen (15) minutes of the Employee's arrival at the collection or testing site.

2.4.1.3 (M) For collection and testing sites in core cities, the Contractor must provide free parking near each collection and testing site which must include a minimum of two parking spaces for Participating Agency Applicants and Employees that are in addition to the parking normally required to conduct any other business at the site. The parking spaces for Participating Agency Applicants and Employees must be located within fifty (50) feet of the site's entrance. It is preferred, but not required, that collection and testing sites in all other cities listed on Appendix A have the same.

2.4.1.4 (ME) Collection and testing sites shall be open for business, for as many sites as possible, Monday through Friday, five (5) days per week, for a minimum of eight (8) consecutive hours per day, excepting a standard lunch hour, with hours between 7:00 a.m. through 7:00 p.m. Mountain time (or Pacific time for sites in the Pacific time zone). (A standard lunch hour means that the time that the site is closed for lunch each business day, such as 12 PM to 1 PM, remains the same for the life of the contract.) A minimum of one site must maintain these hours per District (see Appendix A for Districts), preferably in a core city. Collection and testing sites may be closed on federal holidays, with the exception of post-accident and reasonable suspicion testing requirements identified in the following paragraph.

The Contractor shall also provide twenty four (24) hour, seven (7) day a week specimen collection and Breath Alcohol Testing for post-accident and reasonable suspicion testing for as many sites as possible, but, at a minimum, one site per District, preferably in a core city. This shall include federal holidays. The Contractor must supply an after-hours emergency telephone number for these sites.

The proposer must identify the business hours for each of its sites, to include whether or not twenty four (24) hour specimen collection and Breath Alcohol Testing for post-accident and reasonable suspicion testing is available (per site), corresponding to the cities listed in Appendix A.

2.4.1.5 (ME) To help prevent loss of productivity for Employees who are required to report for controlled substance and alcohol testing, the Contractor shall make as many collection and testing sites as possible available within thirty (30) miles of the cities listed in Appendix A. Participating Agencies may choose to add to, delete from, or amend that list during the life of the contract. If any change is made to the list during the life of the contract, it will be done upon mutual, written agreement between Participating Agencies and the Contractor. None of the locations will be deleted from the list on Appendix A without the written consent of the Idaho Department of Transportation.

(Please note that the State prefers stationary collection and testing sites rather than mobile sites. Proposer must identify in its proposal which of its collection and testing sites are mobile sites.)

Maximum allowed distances are listed on Appendix A. Proposer must indicate the distance from each city listed on Appendix A to its nearest collection and testing site.

2.4.1.6 (M) The proposer must include a list of its collection and testing sites with the address, the office hours, and telephone numbers (to include after-hours emergency telephone numbers for the collection and testing sites that provide twenty four [24] hour specimen collection and Breath Alcohol Testing) for each with its proposal.

2.4.2 (M) Authorization Forms and Chain-of-Custody Forms

The Contractor shall supply at its collection and testing sites authorization forms for each Participating Agency Applicant or Employee to complete prior to testing.

The Contractor shall also supply these forms in both hard and electronic format to each Participating Agency's contact person. The form must require the identity of the person being tested, Participating Agency name, and district number (if applicable). It must also identify for what the test is (pre-employment, random, follow-up, etc.), where to send the chain-of-custody forms (the Federal Drug Testing Custody and Control Form, as identified in 49 CFR, Part 40.3), and must stipulate that invoices are to be sent to the Contractor (not to Participating Agency offices). The Contractor must comply with all future changes to 49 CFR, Part 40.3 and any other changes to 49 CFR, Part 40 made by FMCSA that apply to the Federal Drug Testing Custody and Control Form.

The Contractor shall also supply all chain-of-custody forms, which forms must track all handling of specimens. Completed chain-of-custody forms must be provided to Participating Agencies upon their request.

2.4.3 (ME) Breath Alcohol Testing

Testing sites for breath alcohol testing shall have trained Breath Alcohol Technicians (BAT) meeting the requirements of 49 CFR, Parts 40.211 and 40.213. Evidential Breath Testing (EBT) devices must be listed on the National Highway Traffic Safety Administration conforming products list (found at <http://www.nhtsa.dot.gov>), and alcohol test procedures must conform to the requirements of 49 CFR, Part 40, Subparts K, L, M and N. The proposal must specify the procedures to be utilized for alcohol testing. The proposer must also provide details of the qualifications of its BAT's. The Contractor must comply with any future changes to 49 CFR, Parts 40.211, 40.213 and Subparts K, L, M and N and any other changes to 49 CFR, Part 40 made by FMCSA that apply to BAT training, education or certification requirements and alcohol test procedures.

It is acceptable, in accordance with 49 CFR, Part 382.107, for a collection site that does not have Breath Alcohol Testing available to use an approved Saliva Alcohol Testing Device (approved means that the device must be on the National Highway Traffic Safety Administration's conforming products list) for the initial screening. The person administering the Saliva Alcohol Testing Device must meet the requirements of 49 CFR, Parts 40.211 and 40.213, and the results must be able to stand up in a court of law.

2.4.4 (ME) Transportation of Specimens to Testing Laboratory

The Contractor shall provide overnight transportation for all specimens from the collection sites to the testing laboratory via certified courier. The proposal must specify how overnight transport of specimens to the testing laboratory will occur, and must describe the shipping devices and equipment (specimen bottles and shipping containers) to be used that will prevent spilling of specimens.

2.4.5 (ME) Blind Performance Test Specimens

The Contractor shall submit blind performance test specimens to the laboratory in accordance with 49 CFR, Part 40.103 and 40.105. The proposal must specify the method of compliance with this requirement. The Contractor must comply with all future changes to 49 CFR, Part 40.103 and 40.105 and any other changes to 49 CFR, Part 40 made by FMCSA that apply to the submission of blind performance test specimens to the laboratory.

2.4.6. (ME) Monitoring of Collection and Testing Sites

The proposer must describe the means of monitoring it will use to evaluate the compliance and integrity of all collection and testing sites on an on-going basis.

2.4.7 (M) 49 CFR, Part 40 Requirements

The Contractor shall ensure that all collection and testing sites have a copy of 49 CFR, Part 40 and that the Contractor's employees working at those sites understand its requirements. Collection and testing site personnel shall have been trained in compliance with 49 CFR, Part 40 prior to performing the services required in the RFP and shall be regularly engaged in the business of providing the required controlled substances and alcohol testing.

2.4.8 (M) Inspection by State of Idaho Agencies

Agencies of the state of Idaho shall have the right to conduct on-site inspections of the collection and testing sites at their discretion with no advance notice to the Contractor. Inspecting state agencies shall be granted unrestricted access to all areas of the collection and testing sites.

2.4.9 (M) No Charge for Rejected or Unfit Specimens

The Contractor must not charge for the handling of rejected specimens or those otherwise unfit for testing.

2.5 LABORATORY SERVICES

2.5.1 (M) Laboratory Compliance with 49 CFR, Part 40

All laboratories utilized under the contract must comply with the requirements of 49 CFR, Part 40, Subpart F.

2.5.2 (M) SAMHSA Certification

The laboratory(ies) utilized by the Contractor shall be currently certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and must maintain such certification for the life of the contract. Any certification changes during the life of the contract must be immediately communicated to the DOP. The date of certification and proof of certification by SAMHSA must be submitted with the proposal. Information that relates to any certification suspension of the laboratory by SAMHSA must also be submitted with the proposal.

2.5.3 (M) Laboratory Identified as Subcontractor, If Necessary

If the laboratory(ies) to be utilized is (are) not owned by the proposer, it (they) must be identified in the proposal as a subcontractor(s) per subsection 1.19.

2.5.4 (M) Laboratory Agreement

The proposer must submit the Laboratory Agreement that will be utilized for the services called for in this RFP with its proposal.

2.5.5 (M) Testing and Storage of Specimens

The laboratory shall conduct testing and storage of specimens (primary and split specimens as defined in 49 CFR, Part 40) according to 49 CFR, Part 40, Subparts F and H. The Contractor must comply with all future changes to 49 CFR, Part 40, Subparts F and H and any other changes to 49 CFR, Part 40

made by FMCSA that apply to the conduct of testing and storage of specimens.

2.5.6 (M) Forensic Toxicologist Services and Other Professional Services

The laboratory shall have at least one qualified Ph.D. forensic toxicologist in its employ who will provide litigation assistance, including expert witness testimony and depositions, as needed by Participating Agencies.

Prices proposed for professional services shall include hourly rates for Ph.D. toxicologist, expert witnesses, and any other professional services that the proposer foresees as potentially needed pursuant to test results appeals by Participating Agency Applicants or Employees, or potential litigation.

2.5.7 (M) Laboratory Authorized Personnel List

The laboratory shall provide to any requesting Participating Agency a list of all authorized personnel (individuals having access to those areas used for receiving, testing and storage of urine specimens, laboratory supervisors with the authority to sign for and take control of urine specimens, and delivery personnel).

2.5.8 (M) Laboratory Personnel Certifications, Licenses, and Job Descriptions

The laboratory shall maintain and make available to any requesting Participating Agency copies of all pertinent certifications and licenses held by laboratory personnel performing or overseeing the testing activities pertaining to the contract. The laboratory shall also supply job descriptions for laboratory personnel upon request by any Participating Agency.

2.5.9 (M) Laboratory Equipment

Laboratory equipment used to fulfil the requirements of the contract must be maintained in good working order.

2.5.10 (M) Laboratory Records

The laboratory shall maintain all records that pertain to the contract for the appropriate period of time to comply with 49 CFR, Part 40.99 and 40.109 and shall supply such records to any requesting Participating Agency. The Contractor must comply with all future changes to 49 CFR, Part 40.99 and 40.109 and any other changes to 49 CFR, Part 40 made by FMCSA that apply to the record retention requirements for laboratory records.

2.5.11 (M) Availability of SAMHSA Inspection Reports

The laboratory shall make available to any requesting state of Idaho agency all SAMHSA inspection reports.

2.5.12 (M) Drug Detection Limits

Drug detection limits shall comply with 49 CFR, Part 40.87. The Contractor must comply with all future changes to this regulation and any other changes to 49 CFR, Part 40 made by FMCSA that apply to drug detection limits.

2.5.13 (M) Quarterly Reporting

The laboratory shall provide the total number of positive results for each Participating Agency in quarterly reports separated by Participating Agency,

forwarded to the appropriate Participating Agency through the Contractor. Additionally, the laboratory shall provide all results for each Participating Agency in quarterly summaries, separated by Participating Agency and forwarded to the appropriate Participating Agency through the Contractor. The quarterly summaries must meet the requirements of 49 CFR, Part 40.111, except that the State requires that that summaries be submitted quarterly, rather than semi-annually.

2.5.14 (M) Reporting to Medical Review Officer

Negative results and initial positive results for controlled substances and/or alcohol tests shall be reported to a Contractor-designated Medical Review Officer (see subsection 2.6) within twenty four (24) hours of laboratory analysis. Confirmatory positive test results shall be reported to the Contractor-designated Medical Review Officer within forty eight (48) hours. The Medical Review Officer must then interview the pertinent Employee or Applicant either in person or via telephone call. Results must be transmitted to the Participating Agency no later than the next business day.

Positive test results shall be provided to each Participating Agency's contact person within forty eight (48) hours of confirmation by the MRO(s). Initial contact may be done by telephone with a follow-up fax transmission.

2.5.15 (M) Quality Control Program

The laboratory shall have a quality control program, and the Contractor must keep a copy of the quality control program on file, and provide a copy to any requesting Participating Agency.

2.5.16 (M) Proof of Credentials

Proof of credentials of all laboratory directors and technicians must be kept by the Contractor, and the Contractor must provide a copy to any requesting Participating Agency.

2.5.17 (ME) Laboratory Record Keeping System

The proposal must specify the record keeping system the laboratory will utilize, including failsafe back-up procedures to prevent loss of documentation.

2.5.18 (M) Required Laboratory Information

The proposal must include the name, location, days of week, and hours of operation of the laboratory(ies) to be utilized.

2.5.19 (M) Confidence of Information

The Contractor shall require that the laboratory (whether the laboratory is owned by the Contractor or subcontracted) maintain Applicant and Employee test records in confidence, as provided in 49 CFR, Part 40.329. The laboratory must disclose information related to a positive drug test to the individual that provided the specimen, the Participating Agency, or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual that provided the specimen and arising from a certified positive drug test.

2.6 MEDICAL REVIEW OFFICER (MRO) SERVICES

2.6.1 (M) Medical Review Officer Compliance with 48 CFR, Part 40

All Medical Review Officers utilized under the contract must comply with the requirements of 49 CFR, Part 40, Subpart G.

2.6.2 (M) Medical Review Officer Certifications

The Contractor shall provide, as part of its services, a Certified Medical Review Officer (MRO), listing the MRO's name and certification(s). The MRO shall be certified by one or more of the three recognized MRO authorities, which are the American Association of Medical Review Officers, the American Society of Addiction Medicine, or the American College of Occupational and Environmental Medicine.

2.6.3 (M) Required Medical Review Officer Information

The Contractor shall provide the name, location, hours of operation, and regular and emergency telephone numbers for each MRO.

2.6.4 (M) Medical Review Officer Knowledge and Training

The MRO(s) shall be a licensed physician and shall be responsible for receiving and reviewing laboratory results and evaluating medical explanations for certain drug test results.

2.7 (ME) TRAINING

The proposer must provide information on available training services that can be utilized by Participating Agencies to fulfill requirements under 49 CFR, Part 382.603 and other training available, including associated costs.

The Contractor must provide training in compliance with 49 CFR, 382.603. This training may be provided by the Contractor in person at Participating Agency sites, a minimum of one site per Participating Agency per quarter, scheduled with Participating Agency's contact person. Alternatively, the Contractor may supply Participating Agencies a training video for them to keep on hand, or provide training on-line. If the Contractor chooses to provide a training video, it must supply a minimum of ten (10) copies of the video per Participating Agency in the form of a DVD or VHS tape, and replace the videos as training content is updated or when videos are lost, damaged, or destroyed, whichever occurs first. The proposal must indicate whether this training will be provided in person, via a training video, or on-line.

The Contractor must also provide training to Participating Agencies when changes to 49 CFR, Part 40 and Part 382 cause a need for a change in procedures. This training may be provided by the Contractor in person at Participating Agency sites, no more often than once annually per Participating Agency, scheduled with Participating Agency's contact person. Alternatively, the Contractor may supply Participating Agencies a training video for them to keep on hand, or provide training on-line. If the Contractor chooses to provide a training video, it must supply a minimum of ten (10) copies of the video per Participating Agency in the form of a DVD or VHS tape, and replace the videos as training content is updated (when changes to 49 CFR, Part 40 and Part 382 cause a need for a change in procedures) or when videos are lost, damaged, or destroyed, whichever occurs first. The proposal must indicate whether this training will be provided in person, via a training video, or on-line.

(Please note that the State prefers in-person training or training videos rather than on-line training. The proposal must indicate whether the trainings discussed in the second and third paragraphs of this subsection will be provided in person, via a training video, or on-line.)

SECTION III. REQUIRED PROPOSAL ELEMENTS

3.1 EVALUATION CODES

Several subsections in Section III have an evaluation code assigned as follows:

(M) Mandatory Specification – Failure to comply with any subsection with an M notation will render the proposal non-responsive and no further evaluation will occur. Proposer is required to respond to subsections with an M notation with a statement outlining its understanding and agreement to comply.

(ME) Mandatory and Evaluated Specification – Failure to comply with any subsection with an ME notation will render proposal non-responsive and no further evaluation will occur. Each subsection with an ME evaluation code will receive an evaluation score. Proposer is required to respond to this subsection with information explaining how the requirements will be met.

3.2 (M) REQUIREMENT TO BE REGISTERED TO DO BUSINESS IN THE STATE OF IDAHO

The proposer must be registered with the Office of the Secretary of State for Idaho to do business in the state of Idaho.

3.3 (M) ABILITY TO PARTICIPATE IN PUBLIC CONTRACT

The proposer must not have been or be restricted, prohibited, or precluded by legislation or court orders from participating in any public contract or contract procurement.

3.4 PROPOSER STABILITY

3.4.1 (ME) Financial Stability

Proposals must demonstrate financial stability and the ability to fund its operations for up to ninety (90) days without payment from the state of Idaho. Proposers must also provide either an SEC Form 10K or annual financial statements audited by independent certified public accountants, or, if not available, other financial statements, demonstrating to the satisfaction of the state of Idaho, sufficient financial stability and ability to perform the contract. For privately held companies, if financial information is considered proprietary or confidential, mark the said information accordingly. Failure to provide this information will render the proposal non-responsive.

Profit and loss sheets are not acceptable. Proposers must include consolidated balance sheets with their submissions for this subsection.

3.4.2 (M) Litigation

The proposer must provide a comprehensive list of all litigation, pending, settled, and judgments during the past ten (10) years that exceeded or have the potential to exceed fifty thousand dollars (\$50,000.00), involving the proposer. For each case, the proposer must provide the date filed, the names of all parties involved, the nature of the lawsuit, docket number, venue, amount, status or final disposition, and any potential impact on the contract.

3.5 (M) PROPOSAL FORMAT

Proposals must follow the numerical order of the RFP starting at the beginning and continuing through the end of the RFP. Each proposal section and subsection shall be identified with the corresponding section and subsection numbers and headings as set forth in the RFP, and the numbering, headings, and text from each RFP section and subsection must be written and then followed with the proposer's response. Proposers are encouraged to use a different color font or other indicator that will clearly distinguish the text from each RFP section or subsection from the proposer's responses. Proposals must also include a corresponding table of contents. All proposal pages must be typed and sequentially numbered.

The state of Idaho may reject any proposal that does not meet this format.

Examples: The following are hypothetical in nature and are to be considered as examples only. These examples are provided to demonstrate the appropriate format of your responses. THERE IS NO FUEL PURCHASING REQUIREMENT IN THIS RFP.

1.1 (M) Purchasing Audits

The state of Idaho reserves the right to audit the Contractor's fuel purchasing records at any time. The state of Idaho will give the Contractor twenty-four (24) hours' notice before an audit. The Contractor must provide the state of Idaho access to all pertinent records relating to the purchase of fuel.

Transport International understands and agrees to comply with this requirement.

1.2 (ME) Fuel Purchasing

The Proposer must describe the process used to purchase fuel for fleet vehicles.

Transport International will establish a fuel supplier using a competitive bid process. Since fuel prices rise and fall, the bid process will include requirements to ensure that the supplier remains within a specific percentage of the prevailing fuel cost for the region identified by the United States Department of Energy web site <http://www.fueleconomy.gov/>. When the contract is established with the vendor, a dedicated fuel purchase credit card system will be used. This credit card system will be limited to the purchase of fuel, oil, antifreeze, etc. to prevent theft and misuse. This system will provide Transport International and the state of Idaho with complete, detailed records of each purchase, including the date and time, the vehicle and the driver.

3.6 STATEMENT OF QUALIFICATIONS

Proposals must include a current profile of the proposer's organization to include:

3.6.1 (M) Testing Services

The range of controlled substances testing and alcohol testing services to be provided and locations, to include the laboratory(s) name(s) and complete address(es), where such services are to be performed.

3.6.2 (ME) Organizational History and Structure

A description of the proposer's organization including its history and organizational structure. Such information shall include, but is not limited to, the company name, the legal status of the company, the length of time in business (include any previous names by which the company conducted business), home office address and phone number, and Idaho office address and phone number (if different from home office).

3.6.3 (ME) Qualifications and Certifications

A detailed description of the proposer's qualifications (pertinent to the services called for in this RFP) and the certifications (those certifications required in 49 CFR, Part 40.121) of the company officers and staff performing services.

3.7 (ME) REFERENCES

The proposal must include a list of a minimum of three organizations for which the proposer is currently providing or has provided (within the last five [5] years) services similar in scope as that described in this RFP, giving company name, contact name and phone number. Proposers may not use any of the agencies specifically listed in subsection 1.2 as references, or current employees of the organizations specifically listed in subsection 1.2 as references.

SECTION IV. EVALUATION

4.1 EVALUATION PROCESS

Technical and price evaluations will be conducted separately, and no price information will be available to the technical evaluators during their evaluation.

4.2 EVALUATION CATEGORIES AND WEIGHTS

The table below indicates the total number of points that will be available for each area of the RFP evaluation. These weights are provided here for your understanding of the state of Idaho's general applications and requirements.

Evaluation Categories:

Qualifications (see subsection 3.6.3)	200 points
Technical Evaluation	500 points
Cost Evaluation	300 points
Total Points Available	1000 points
Oral Presentations (optional)	200 points

4.3 COST PROPOSAL

Cost proposals (and all copies) must be in a separate sealed envelope from the remainder of the proposal, and no price information may appear in any other proposal section or subsection. Failure to comply with this instruction is grounds for rejection of the entire proposal.

Please use Appendix C to submit your cost proposal.

From Appendix C, (A.) Testing Services for Groups 1 and 2 (see subsection 1.3) has 300 total possible points. The proposal with the lowest Total for Tests A-1 through A-3 (see Appendix C) will receive 300 points. The next lowest cost proposal will be divided into the lowest cost and the resulting percentage will be multiplied by 300 to determine the points awarded. (Example: [Proposer 1: Total for Tests A-1 through A-3 of \$60.00] [Proposer 2: Total for Tests A-1 through A-3 of \$70.00] [Proposer 1 receives 300 points] [Proposer 2: $(\$60.00 / \$70.00) \times 300 \text{ points} = 257.16 \text{ points}$]) Cost points for all subsequent cost proposals will be normalized via this method.

4.4 AWARD

Any intent to award will be made to the responsive, responsible proposer whose proposal receives the highest overall score.

APPENDIX A

COLLECTION AND TESTING SITE LOCATIONS

Collection and testing sites must be located within the distance designated by each of the following locations (list is divided by ITD District):

<u>District 1</u>	<u>Miles</u>
Coeur d'Alene	30
Bonnars Ferry	50
Clark Fork	50
Harrison	60
Mullan	70
Osburn	70
Plummer	50
Priest River	30
Santa	80
Spirit Lake	50
St. Maries	70
Sandpoint	50
<u>District 2</u>	
Lewiston	30
Bovill	70
Kendrick	50
Craigmont	50
Kooskia	50
Grangeville	30
Lucille	50
Reeds Bar	70
(Reeds Bar is located near Elk City, ID)	
Moscow	40
Deary	50
Potlatch	60
Fleming	60
(Fleming is located near Lowell, ID)	
Powell	120
Orofino	50
Weippe	75

<u>District 3</u>	<u>Miles</u>
Boise	30
Banks	70
Bruneau	50
Cambridge	70
Caldwell	30
Cascade	70
Council	70
Emmett	50
Glenns Ferry	50
Hammett	50
Idaho City	70
Lowman	100
Marsing	50
Mountain Home	30
New Meadows	30
New Plymouth	50
Riddle	100
Weiser	50
<u>District 4</u>	
Shoshone	50
Burley	50
Hailey	80
Jerome	50
Rupert	70
Twin Falls	30
Carey	70
Fairfield	100

	<u>Miles</u>
Bliss	50
Stanley	150
Sublett	100
<u>District 5</u>	
Pocatello	30
American Falls	50
Blackfoot	30
Malad	70
Montpelier	100
Preston	80
Soda Springs	70
<u>District 6</u>	
Arco	150
Ashton	70
Challis	160
Driggs	80
Dubois	70
Gibbonsville	250
Idaho Falls	30
Irwin	70
Island Park	100
Leodore	150
Mackay	150
Mud Lake	70
Rigby	50
Salmon	210
St. Anthony	70
Sugar City	50

APPENDIX B

DEFINITIONS

- A. Breath Alcohol Technician (BAT) - an individual who instructs and assists individuals in the alcohol testing process and who operate an evidential breath testing device (EBT).
- B. Certified Courier - a business using legally licensed drivers and that provides a documented chain of custody for the pick up and delivery of testing specimens.
- C. Commercial Motor Vehicle - a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
 - 1. Has a gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds, or
 - 2. Has a gross vehicle weight rating of 26,001 or more pounds; or
 - 3. Is designed to transport 16 or more passengers, including the driver; or
 - 4. Is of any size and is used in the transportation of hazardous materials requiring placards.
- D. Confirmation Test - for alcohol testing means a second test, following a screening test with a result of 0.02 grams or greater of alcohol per 210 liters of breath, that provides quantitative data of alcohol concentration. For controlled substances testing, means a second analytical procedure to identify the presence of a specific drug or metabolite, which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy.
- E. Driver - any person who operates a commercial motor vehicle. For the purposes of pre-employment testing, the term "driver" includes a person applying to drive a commercial motor vehicle. ("Applicant" and "Employee" [capitalized terms, only] in this RFP are those that are Drivers for a Participating Agency, or applying to be a Driver for a Participating Agency.)
- F. Employer - any person (including the United States, a State, the District of Columbia or a political subdivision of a State) who owns or leases a commercial motor vehicle or assigns persons to operate such a vehicle, including agents, officers and representatives of the employer. (In this RFP, a Participating Agency is an Employer.)
- G. Evidential Breath Testing Device (EBT) - a device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).
- H. Fully Burdened - means that the cost proposed includes all costs associated with providing the service or supply called for in the RFP to the state of Idaho, including, but not limited to, wages, administrative overhead, travel, transportation, lodging and per diem.

- I. Medical Review Officer (MRO) - a licensed physician (medical doctor or doctor of osteopathy) that has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate laboratory test results together with the tested individuals medical history and any other relevant biomedical information.
- J. Participating Agency - The agencies of the state of Idaho, and public agencies as defined in Section 67-2327, Idaho Code, that utilize this contract.

APPENDIX C

COST PROPOSAL

PROPOSER'S NAME _____

(All costs proposed in response to this RFP must be Fully Burdened. The state of Idaho will not allow any other costs other than those shown on your cost proposal, which must be submitted on this Appendix C. Additionally, all costs must appear as actual dollar figures.)

A. Testing Services for Groups 1 and 2 (see subsection 1.3 Groups to be Tested)

(All costs for the services and supplies described in this RFP, with the exception of separate Administrative Costs (if any, see B below) and the costs for Testing Services for Groups 3 and 4 (see subsection 1.3), Other Professional Services and Training, must be included in your proposed costs for items A-1 through A-3 below.)

A-1.	Initial Drug Test, Cost Per Test	\$ _____
A-2.	Confirmatory Drug Test, Cost Per Test	\$ _____
A-3.	Alcohol Test, Cost Per Test	\$ _____
A-4.	Total for Tests A-1 through A-3	\$ _____

(The Total for A above is for evaluation purposes only.)

(Costs for B, C, D and E below will not be evaluated, but, upon contract award, will be part of the contract.)

B. Administrative Costs (If Any)

(You may propose certain separate administrative costs here.)

B-1. Annual Administrative Fee \$ _____

(Indicate on the line below if this will be a "per Participating Agency" charge, or if it will be a single annual charge for all Participating Agencies.)

B-2. Annual Update Service \$ _____

(This would be for a separate cost for updates for Participating Agencies when the Federal government updates 40 CFR Part 40, Part 382, or both Parts.)

(Indicate on the line below if this will be a "per Participating Agency" charge, or if it will be a single annual charge for providing this update for all Participating Agencies.)

B-3. Annual Management Information System (MIS) Report \$ _____

(Indicate on the line below if this will be a "per Participating Agency" charge, or if it will be a single annual charge for issuing this report for all Participating Agencies.)

B-4. Additional Clinic Set-Up Fee \$ _____

(This would be for a separate cost for setting up any collection and testing sites other than those you have already listed in your proposal.)

(For evaluation purposes only, we are using an estimate of a grand total for all Participating Agencies of one new collection and testing site per year.)

B-5. Random Selection Processing Fee \$ _____

(This would be for a separate cost for the administration of the computer-based random selection program [see subsections 1.3 and 2.3.5], per random selection period [quarterly, monthly, etc.])

(Indicate on the line below if this will be a "per Participating Agency" charge, or if it will be a single per random selection period charge for the administration of the computer-based random selection program for all Participating Agencies.)

B-6. Blind Specimen Controls \$ _____

(This would be for a separate cost for the use of blind specimens when blind specimens are required by Federal regulations.)

(For evaluation purposes only, we are using an estimate of blind specimen controls being required for a grand total for all Participating Agencies of once per year.)

B-7. Other Administrative Costs \$ _____

\$ _____

\$ _____

\$ _____

\$ _____

(List all other applicable separate administrative costs on the lines above, along with information regarding whether they are "per Participating Agency" costs, single charges for all Participating Agencies, and frequency of charge, i.e., how often annually [estimated, if necessary].)

C. Testing Services for Groups 3 and 4 (see subsection 1.3 Groups to be Tested)

C-1. Initial Drug Test, Cost Per Test \$ _____

C-2. Confirmatory Drug Test, Cost Per Test \$ _____

C-3. Alcohol Test, Cost Per Test \$ _____

D. Other Professional Services (Must be hourly rates.)

D-1. Ph.D. \$ _____

D-2. Toxicologist \$ _____

D-3. Expert Witnesses \$ _____

Other Professional Services (list):

_____ \$ _____

_____ \$ _____

_____ \$ _____

E. Training

E-1. 49 CFR, Part 382, Cost Per Hour of Instruction

\$ _____

OR

49 CFR, Part 382, Cost Per Training Video

\$ _____

E-2. Training when changes to 49 CFR, Part 40 and Part 382 cause a need for a change in procedures, Cost Per Hour of Instruction

\$ _____

OR

Training when changes to 49 CFR, Part 40 and Part 382 cause a need for a change in procedures, Cost Per Training Video

\$ _____

E-3. Other Training (Describe), Cost Per Hour of Instruction

\$ _____

APPENDIX C

COST PROPOSAL

PROPOSER'S NAME Central Drug System, Inc.

(All costs proposed in response to this RFP must be Fully Burdened. The state of Idaho will not allow any other costs other than those shown on your cost proposal, which must be submitted on this Appendix C. Additionally, all costs must appear as actual dollar figures.)

A. Testing Services for Groups 1 and 2 (see subsection 1.3 Groups to be Tested)

(All costs for the services and supplies described in this RFP, with the exception of separate Administrative Costs (if any, see B below) and the costs for Testing Services for Groups 3 and 4 (see subsection 1.3), Other Professional Services and Training, must be included in your proposed costs for items A-1 through A-3 below.)

A-1.	Initial Drug Test, Cost Per Test	\$ <u>45.00</u>
A-2.	Confirmatory Drug Test, Cost Per Test	\$ <u>0.00</u>
A-3.	Alcohol Test, Cost Per Test	\$ <u>25.00</u>
A-4.	Total for Tests A-1 through A-3	\$ <u>70.00</u>

(The Total for A above is for evaluation purposes only.)

(Costs for B, C, D and E below will not be evaluated, but, upon contract award, will be part of the contract.)

B. Administrative Costs (If Any)

(You may propose certain separate administrative costs here.)

B-1.	Annual Administrative Fee	\$ <u>267.50</u>
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(Indicate on the line below if this will be a "per Participating Agency" charge, or if it will be a single annual charge for all Participating Agencies.)

It will be a single annual charge for all Participating Agencies.

B-2.	Annual Update Service	\$ <u>53.50</u>
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(This would be for a separate cost for updates for Participating Agencies when

the Federal government updates 40 CFR Part 40, Part 382, or both Parts.)

(Indicate on the line below if this will be a "per Participating Agency" charge, or if it will be a single annual charge for providing this update for all Participating Agencies.)

It will be a single annual charge for all Participating Agencies.

B-3. Annual Management Information System (MIS) Report \$ 11.00

(Indicate on the line below if this will be a "per Participating Agency" charge, or if it will be a single annual charge for issuing this report for all Participating Agencies.)

It will be a "per Participating Agency" charge.

B-4. Additional Clinic Set-Up Fee \$ 38.00

(This would be for a separate cost for setting up any collection and testing sites other than those you have already listed in your proposal.)

(For evaluation purposes only, we are using an estimate of a grand total for all Participating Agencies of one new collection and testing site per year.)

B-5. Random Selection Processing Fee \$ 7.50

(This would be for a separate cost for the administration of the computer-based random selection program [see subsections 1.3 and 2.3.5], per random selection period [quarterly, monthly, etc..])

(Indicate on the line below if this will be a "per Participating Agency" charge, or if it will be a single per random selection period charge for the administration of the computer-based random selection program for all Participating Agencies.)

It will be a "per Participating Agency" charge.

B-6. Blind Specimen Controls \$ 95.00

(This would be for a separate cost for the use of blind specimens when blind specimens are required by Federal regulations.)

(For evaluation purposes only, we are using an estimate of blind specimen controls being required for a grand total for all Participating Agencies of once per year.)

B-7. Other Administrative Costs

Certificate of Insurance (one single annual charge for all agencies – billed annually)	\$ <u>500.00</u>
Split Specimen ("per Participating Agency" - billed monthly – estimated one per year) (49 CFR Part 40.173 (c) indicates you may seek payment or reimbursement for all or part of the costs of the split specimen from the employee)	\$ <u>150.00</u>
Data Processing ("per Participating Agency" - billed monthly - estimated 10% of each agency's random pool)	
Alcohol Tests – Reconciled to random selections	\$ <u>5.00</u>
Training Certificates ("per Participating Agency" - billed monthly – upon request of Agency)	\$ <u>11.00</u>
Record Reproduction ("per Participating Agency" - billed monthly – upon request of Agency)	\$ <u>1.75</u>
On-Site Collection Dispatch Fee ("per Participating Agency" – billed monthly – upon request of Agency)	\$ <u>40.00</u>
Training Travel Fee (from 1070 N. Curtis Road in Boise, ID) ("per Participating Agency" – billed monthly – upon request of Agency)	\$ <u>0.505</u> per mile

(List all other applicable separate administrative costs on the lines above, along with information regarding whether they are "per Participating Agency" costs, single charges for all Participating Agencies, and frequency of charge, i.e., how often annually [estimated, if necessary].)

C. Testing Services for Groups 3 and 4 (see subsection 1.3 Groups to be Tested)

C-1. Initial Drug Test, Cost Per Test	\$ <u>33.50</u>
C-2. Confirmatory Drug Test, Cost Per Test	\$ <u>0.00</u>
C-3. Alcohol Test, Cost Per Test	\$ <u>23.00</u>

D. Other Professional Services (Must be hourly rates.)

	<u>Off-site</u>	<u>In-house</u>
D-1. Ph.D.	\$ <u>500.00</u>	\$ <u>250.00</u>
D-2. Toxicologist	\$ <u>500.00</u>	\$ <u>250.00</u>

D-3. Expert Witnesses	\$ <u>250.00</u>	\$ <u>125.00</u>
Other Professional Services (list):		
<u>MRO</u>	\$ <u>250.00</u>	\$ <u>75.00</u>
<u>SAP</u>	\$ <u>250.00</u>	\$ <u>70.00</u>
<u>Technician</u>	\$ <u>150.00</u>	\$ <u>70.00</u>
<u>DOT Analyst</u>	\$ <u>175.00</u>	\$ <u>75.00</u>
<u>SAPA</u>	\$ <u>175.00</u>	\$ <u>75.00</u>

E. Training

E-1. 49 CFR, Part 382, Cost Per Hour of Instruction

\$ 80.00

OR

49 CFR, Part 382, Cost Per Training Video

\$ 160.00

E-2. Training when changes to 49 CFR, Part 40 and Part 382 cause a need for a change in procedures, Cost Per Hour of Instruction

\$ 80.00

OR

Training when changes to 49 CFR, Part 40 and Part 382 cause a need for a change in procedures, Cost Per Training Video

\$ N/A

E-3. Other Training (Describe), Cost Per Hour of Instruction

Designated Employer Representative	\$ <u>80.00</u>
Screening Test Technician	\$ <u>80.00</u>
Breath Alcohol Technician	\$ <u>80.00</u>
Driver	\$ <u>80.00</u>